

**MORGAN, LEWIS & BOCKIUS**

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WASHINGTON  
LOS ANGELES

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LONDON

MICHAEL J. TARPLEY  
DIAL DIRECT (212) 309-6084

OCT 31 1984

14436-E  
RECORDATION NO. 14436

October 31, 1984

OCT 31 1984 - 11 55 AM

Secretary  
INTERSTATE COMMERCE COMMISSION  
Interstate Commerce Commission  
Washington, D. C. 20423

OCT 31 1984 - 11 55 AM

4-30-10  
INTERSTATE COMMERCE COMMISSION

Dear Secretary:

As attorneys for Dean Witter Rail Investors Limited Partnership, we have enclosed two original sets and two photocopied sets of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

These documents are, within the classification scheme promulgated as 49 C.F.R. § 1177.1, as follows:

- (1) a Lease Supplement No. 2, dated October 31, 1984, to a Lease of Railroad Equipment dated as of August 15, 1984, which Lease was filed and recorded with the ICC on September 28, 1984, and assigned recordation number 14436; Lease Supplement No. 1 was filed and recorded on the same date and assigned recordation number 14436-A. Lease Supplement No. 2 is a secondary document.
- (2) a Supplement No. 2, dated October 31, 1984, to a Trust and Security Agreement dated as of August 15, 1984, which Agreement was filed and recorded with the ICC on September 28, 1984, and assigned recordation number 14436-B; Supplement No. 1 was filed and recorded on the same date and assigned recordation number 14436-C. Supplement No. 2 is a secondary document.

A description of the additional equipment covered by such documents follows:

Forty-two (42) rail tank cars (2 of which were manufactured by Trinity Industries, Inc., and 40 by Union Tank Car Company), 17,500 gallon capacity each, of AAR Mechanical Description "T-104" and DOT Specification "111A100W3", bearing the following numbers to identify Cargill, Incorporated as the lessee thereof:

*Maureen Hunter*  
*Charles E. Hunter*

ICC OFFICE OF THE SECRETARY

OCT 31 11 49 AM '84

MORGAN, LEWIS & BOCKIUS

CRGX 4003  
CRGX 4060  
CRGX 4090-4119 (inclusive)  
CRGX 4121  
CRGX 4122  
CRGX 4124  
CRGX 4125  
CRGX 4127  
CRGX 4128  
CRGX 4153  
CRGX 4157  
CRGX 4160  
CRGX 4167

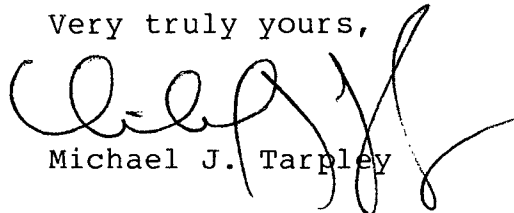
The documents provide that rail tank cars hereafter acquired by Dean Witter Rail Investors Limited Partnership and leased to Cargill, Incorporated will also be property covered by the Security Agreement and the Lease, up to a total of three hundred forty (340) such rail tank cars.

A fee of \$20.00 is enclosed. Please return the originals of each document and any extra copies not needed for recordation to the person presenting this letter and its enclosures for filing.

A short summary of each document to appear in the index follows:

- (1) Lease Supplement No. 2 to a Lease between DEAN WITTER RAIL INVESTORS LIMITED PARTNERSHIP, lessor, and CARGILL, INCORPORATED, lessee, dated October 31, 1984 and leasing 42 additional rail tank cars to the lessee under the Lease.
- (2) Supplement No. 2 to Security Agreement between DEAN WITTER RAIL INVESTORS LIMITED PARTNERSHIP, owner, and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, trustee, dated as of October 31, 1984 and subjecting 42 additional rail tank cars to the Security Agreement.

Very truly yours,



Michael J. Tarpley

1 copy  
RECORDATION NO. 14436-11 1425 F

OCT 31 1984 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 2

Delivery Date: October 31, 1984

THIS LEASE SUPPLEMENT is executed and delivered to DEAN WITTER RAIL INVESTORS LIMITED PARTNERSHIP ("Lessor") by CARGILL, INCORPORATED ("Lessee") pursuant to and in accordance with the Lease of Railroad Equipment dated as of August 15, 1984 between Lessor and Lessee (the "Lease", the defined terms therein being used herein with their defined meanings).

1. The Rail Cars covered by this Supplement consist of the items described in the Schedule attached hereto.

2. Lessee confirms that the Rail Cars covered hereby have been delivered to it in good working order and condition, and have been inspected and accepted by Lessee as of the Delivery Date set forth above.

3. The Purchase Price of each of the Rail Cars covered hereby is set forth in the Schedule attached hereto and the aggregate Purchase Price for such Rail Cars is \$1,764,187.14.

4. Lessee hereby: (a) confirms that the Rail Cars covered hereby are of the size, design, capacity and manufacture selected by it and meet the provisions of the applicable purchase agreement with the Manufacturer with respect thereto, (b) confirms that the Rail Cars have been marked in accordance with all of the provisions of § 6.1 of the Lease, (c) confirms that the Rail Cars appear to conform to the modifications, requirements and standards applicable thereto as provided in the Lease and (d) irrevocably accepts said Rail Cars "as-is, where-is" for all purposes of the Lease as of the Delivery Date as set forth above.

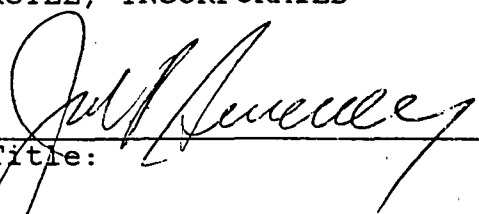
5. By the execution and delivery of this Supplement by Lessee, and the acceptance thereof by Lessor, Lessee and Lessor reaffirm all of the terms, provisions and conditions of the Lease.

6. This Lease Supplement may be executed in several counterparts, such counterparts together constituting but one and the same instrument. To the extent, if any, that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement other than the original counterpart which shall be identified as the counter-

part containing the receipt therefor executed by the Trustee on or immediately following the signature page hereof.

IN WITNESS WHEREOF, Lessee has caused this Supplement to be duly executed by its duly authorized officer as of the Delivery Date as set forth above.

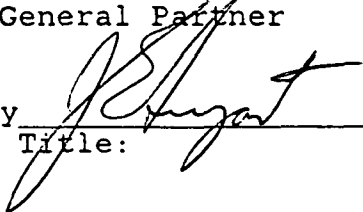
CARGILL, INCORPORATED

By   
Title:

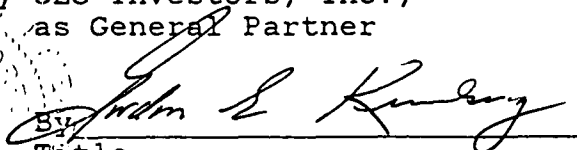
Accepted as of the Delivery Date  
set forth above:

DEAN WITTER RAIL INVESTORS  
LIMITED PARTNERSHIP

By Dean Witter Transportation  
Leasing Corporation, as  
General Partner

By   
Title:

By CLC Investors, Inc.,  
as General Partner

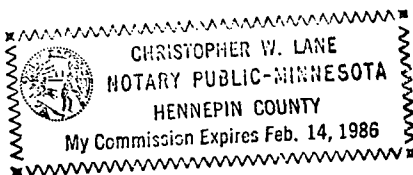
By   
Title: EVP

STATE OF MINNESOTA

COUNTY OF HENNEPIN

SS.:

On the 26<sup>th</sup> day of October, 1984, before me personally appeared John P. Sweeney, to me personally known, who, being duly sworn, says that he is a Vice-President Corn Milling of CARGILL, INCORPORATED; that one of the seals affixed to the foregoing instrument is the seal of said Company; that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

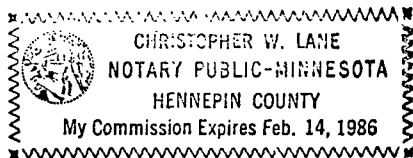


Christopher W. Lane  
Notary Public

My commission expires: Feb. 14, 1986

STATE OF MINNESOTA  
COUNTY OF HENNEPIN; ss.:

On the 26<sup>th</sup> day of October, 1984, before me personally came Gordon E. Knudsvig, known to me to be the Exec. U. P. President of CLC INVESTORS, INC., one of the corporations that executed the foregoing instrument, who, being duly sworn, acknowledged that he resides at 6920 Dakota Trail / Edina MN; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.



Christopher W. Lane  
Notary Public

My commission expires: FEB. 14, 1986

STATE OF New York )  
 : ss.:  
COUNTY New York )

On the 29<sup>th</sup> day of October, 1984, before me personally came JE Swigart, known to me to be the Vice President of DEAN WITTER TRANSPORTATION LEASING CORPORATION, one of the corporations that executed the foregoing instrument, who, being duly sworn, acknowledged that he resides at 64 Halls Lane, Rye NY; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

Linda J. Grant  
Notary Public

My commission expires: \_\_\_\_\_

LINDA J. GRANT  
Notary Public, State of New York  
Qualified in New York County  
Commission Expires March 30, 1986





Sup to Leave  
- E

<u>Descriptions, Quantity and Manufacturer</u>	<u>Debtor's Identifi- cation Nos.</u>	<u>Purchase Price</u>	<u>AAR Mechanical Description</u>	<u>DOT Speci- fications</u>	<u>Manufacturer's Specifications</u>
	CRGX 4108	\$42,104.00			
	CRGX 4114	\$42,104.00			
	CRGX 4117	\$42,104.00			
	CRGX 4119	\$42,104.00			
	CRGX 4153	\$42,104.00			
	CRGX 4122	\$42,104.00			
	CRGX 4157	\$42,104.00			
	CRGX 4160	\$42,104.00			
	CRGX 4128	\$42,104.00			
	CRGX 4167	\$42,104.00			